

State of Alaska
Department of Transportation & Public Facilities
Southeast Region, Maintenance & Operations
6860 Glacier Highway
Juneau, Alaska 99801-7999

CHANGE ORDER No.: 7

Project No.: MS-512D

Contract No.: 1343

Project Name & Location: Elevator Maintenance—State Facilities [Southeast Region] (1999-2004)

Contractor: ThyssenKrupp Elevator
600 E. 57th Place, Suite B
Anchorage, AK 99518

SUMMARY OF CONTRACT AMOUNTS:

Original Contract Amount: \$ 30,879.00
Amount of Previous Changes: 140,373.08
Estimate of this Change: 48,063.84
Adjusted Contract Amount: \$ 219,316.90

Recommended By: [Signature] Date: 6-25-01
Approved By: [Signature] Date: 6-25-01
Accepted By: ☒ [Signature] Date: 6-25-01
Acknowledged By: ☒ Chad M. Re - Project Manager Date: 6-25-01
Contractor's Representative

The time provided for contract completion is ☒ unchanged ☐ increased ☐ decreased per description below.

The following change(s) in the above Contract are hereby made in accordance with the terms of the Contract, and under the terms and conditions stated below. Price adjustments resulting from inaccurate cost and pricing data are subject to the provisions of AS 36.30.400c. This document shall become an amendment to the Contract and all provisions of the Contract will be applicable.

DESCRIPTION OF CHANGE (Use Continuation Sheet 25D-065 as Required)

Adjust third-year (1 July 2001 to 30 June 2002) contract prices for the following facilities, using formula in Supplementary Condition 10.2. (Change in elevator mechanics' labor rate: +3.14325% (weighted 70%); change in Producer Metals and Metal Products Commodity Index: +2.76423% (weighted 30%); composite cost adjustment factor = +3.0286%)

Facility	Old Monthly Cost	New Monthly Cost	New Annual Cost
Juneau Alaska Office Building (DOA-DGS)	\$ 465.48	\$ 478.58	\$ 5,754.96
Alaska State Museum (DOA-DGS)	99.58	102.58	1,230.96
Capitol Building (LAA)	413.76	426.30	5,115.60
Governor's House (DOA-DGS)	51.72	53.29	639.48
Lamon Creek Correctional Ctr. (DOC)	123.09	126.82	1,521.84
State Office Building (DOA-DGS)	1,508.18	1,553.85	18,548.20
Court Plaza Building (DOA-DGS)	1,225.76	1,262.90	15,154.80
			\$48,063.84

All other contract terms and conditions remain unchanged.



STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

CONSTRUCTION CONTRACT

This CONTRACT, between the STATE OF ALASKA, DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES, herein called the Department, acting by and through its Contracting Officer, and Thyssen Sound Elevator Corp., 5330 Cordova Street, Anchorage, AK 99518

an ☐ Individual, ☐ Partnership, ☐ Joint Venture, ☐ Sole Proprietorship, ☒ Corporation, incorporated under the laws of the State of Delaware, its successors and assigns, hereinafter called the Contractor, is effective the date of the signature of the Contracting Officer on this document.

WITNESSETH: That the Contractor, for and in consideration of the payment or payments herein specified and agreed to by the Department, hereby covenants and agrees to furnish and deliver all the materials and to do and perform all the work and labor required ~~for the construction of~~ for Elevator Maintenance-State Facilities [Southeast Region] (1999-2004)

Project Number M3-512D; Contract No. 1343, at the prices bid by the Contractor for the respective estimated quantities aggregating approximately the sum of thirty thousand eight hundred seventy-nine and no/100 Dollars (\$ **30,879.00**), and such other items as are mentioned in the original Proposal, which Proposal and prices named, together with the Contract Documents are made a part of this Contract and accepted as such, the project being situated as follows: Juneau, Alaska

It is distinctly understood and agreed that no claim for additional work or materials, done or furnished by the Contractor and not specifically herein provided for, will be allowed by the Department, nor shall the Contractor do any work or furnish any material not covered by this Contract, unless such work is ordered in writing by the Department. In no event shall the Department be liable for any materials furnished or used, or for any work or labor done, unless the materials, work, or labor are required by the Contract or on written order furnished by the Department. Any such work or materials which may be done or furnished by the Contractor without written order first being given shall be at the Contractor's own risk, cost, and expense and the Contractor hereby covenants and agrees to make no claim for compensation for work or materials done or furnished without such written order.

The Contractor further covenants and agrees that all materials shall be furnished and delivered and all labor shall be done and performed, in every respect, to the satisfaction of the Department, on or before: June 30, 2004, or within ----- calendar days. It is expressly understood and agreed that in case of the failure on the part of the Contractor, for any reason, except with the written consent of the Department, to complete the furnishing and delivery of materials and the doing and performance of the work before the aforesaid date, the Department shall have the right to deduct from any money due or which may become due the Contractor, or if no money shall be due, the Department shall have the right to recover N/A (\$ N/A) per day for each calendar day elapsing between the time stipulated for the completion and the actual date of completion in accordance with the terms hereof; such deduction to be made, or sum to be recovered, not as a penalty but as liquidated damages.

The bonds given by the Contractor in the sum of \$ N/A Payment Bond, and \$ N/A Performance Bond, to secure the proper compliance with the terms and provisions of this Contract, are submitted herewith and made a part hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Contract and hereby agree to its terms and conditions.

CONTRACTOR

Name of Contractor

Thyssen Sound Elevator Corp.

JUL - 8 1999

Signature

Date

Name and Title

NANCY J. KAPLAN
CONTRACT ADMINISTRATOR

(Corporate Seal)

STATE OF ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

Robert Martin, Jr.
CONTRACTING OFFICER (Signature)

Date

29 JUL 99

Robert Martin, Jr., P.E., Southeast Regional Director
Typed Name

TECHNICAL SPECIFICATIONS

I. SCOPE OF WORK

The Contractor shall provide all labor, supervision, tools, equipment, materials (except as specified) and transportation to:

- A. Perform preventive maintenance services and code-mandated safety/mechanical inspections and tests on specified elevator and escalator equipment.
- B. Replace worn and defective "consumable" parts, and adjust equipment for proper operation, following manufacturer's recommendations and code requirements.

Not included in the contract scope are:

- A. Rebuilding or replacement of major elevator components, such as elevator machines, motor-generator sets and ropes.
- B. New construction or modification of existing equipment.
- C. Repair of damage caused by negligence or misuse of elevator equipment by others than the Contractor.
- D. Repair of damage caused by fire, flood or other disaster.

II. CONTRACTOR'S QUALIFICATIONS

The Contractor shall have an established record of satisfactorily maintaining equipment of the types identified on the Bid Schedule, and shall possess the capability, including qualified technicians, technical expertise and support infrastructure, to provide all services called for by these specifications.

All work shall be performed by journeymen elevator mechanics directly employed and supervised by the Contractor. No work shall be subcontracted, except that major components may be rebuilt by qualified suppliers.

Before contract award is made, bidders will be required to furnish a statement of qualifications for review and approval by the Contracting Officer

III. COMPLIANCE WITH SAFETY CODES

The Contractor shall maintain elevator equipment in compliance with the latest adopted edition of the Safety Code for Elevators and Escalators (ASME/ANSI A17.1) and all other applicable codes and regulations in effect in the jurisdiction where the equipment is located. The Contractor shall promptly report to the regional Project Manager all known equipment deficiencies and provide prompt cost proposals for corrective work outside the scope of this contract, which may be required by the State Elevator Inspector, other code enforcement authorities or the regional Project Manager.

IV. WORKING HOURS AND CONDITIONS

Services may be performed during normal State business hours (8:00 a.m. to 5:00 p.m. weekdays). To prevent unnecessary disruption to State operations, the Contractor shall coordinate with the designated State contact person at each facility all planned equipment shutdowns, and all work to be performed outside of normal business hours.

V. PREVENTIVE MAINTENANCE SERVICES

- A. Unless superseded by more stringent requirements of these specifications, conform to requirements of the ASME/ANSI A17.1 Code, Section 1206, MAINTENANCE.
- B. Perform the following services once a month, or at more frequent intervals if recommended by the equipment manufacturer:
 - 1. Perform a complete operational check of each elevator, escalator and dumbwaiter. Check starting, operating, leveling and stopping parameters, including proper operation of elevator car and hoistway doors. Adjust or repair equipment as required to maintain operation within manufacturer's tolerances and ASME/ANSI A17.1 Code requirements.
 - 2. Check all hall and car position indicators and signals, and car lighting (including emergency) fixtures; replace burned-out lamps. Replace escalator comb plates which have broken teeth.
 - 3. Check operating components requiring periodic lubrication. Lubricate as necessary, following manufacturer's recommendations and specifications.
 - 4. Maintain machine rooms, hoistway pits, elevator car tops, escalator drip pans, including equipment in these areas, in clean condition. Remove excessive lubricant and wipe up oil leaks.

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- C. Perform periodic inspections and tests of elevator, dumbwaiter and escalator equipment at intervals required by the ASME/ANSI A17.1 Code, Part X, or other governing authority, if more stringent.
- D. Deliver copies of test reports to regional Project Manager within thirty (30) days after performing required tests.

VI. REPLACEMENT PARTS

- A. Within thirty (30) days after contract award, the Contractor shall provide a local stock or identify a local source for high-mortality parts and consumable items for all elevators serviced at each locality.
- B. The Contractor shall demonstrate in-stock warehouse availability of major parts for replacement of door operator components, controller parts and electronic modules, door protective devices, hangers, bearings, hoistway switches and contacts.
- C. The Contractor shall maintain sources of supply so that other major components are available and can be delivered within three (3) days, if a major breakdown occurs.
- D. If parts not readily available are required, the Contractor shall make every effort to perform emergency repairs that will allow safe operation of the equipment within the shortest practicable time. All reports will be considered temporary and incomplete until standard parts are procured and installed. If parts not in stock are needed, the Contractor shall make every effort to obtain the parts with the least practicable delay. Replacement parts shall meet the elevator equipment manufacturer's specifications in all respects.
- E. Within the contract scope of work, the Contractor shall provide all consumable parts, components and supplies required to maintain the equipment in service. "Consumable" parts are defined as having a typical service life of less than one year or costing two hundred dollars (\$200) or less each, f.o.b. jobsite, excluding any supplier's handling charge.
- F. If major replacement parts are required, the Contractor shall provide them and invoice the State at the Contractor's actual cost f.o.b. jobsite, plus fifteen percent (15%). "Major" parts are defined as costing over two hundred dollars (\$200) each, f.o.b. jobsite, excluding any supplier's handling charge.
- G. The Contractor shall guarantee all replacement parts for a period of ninety (90) days, and replace such parts failing during this period at no additional cost to the State.

VII. MAJOR REPAIRS

- A. A "major repair" is defined as furnishing and installing necessary "major" replacement parts (see Technical Specification VI.F) beyond the scope of specified periodic inspection and preventive maintenance services.

- B. After determining, as far as practicable, the extent of major repairs needed to restore defective equipment to full service, the Contractor shall provide the regional Project Manager with a written proposal outlining the scope of repairs, a cost estimate and an estimated time for completion. The Contractor shall not proceed with major repairs until directed to do in writing by the regional Project Manager. The final change order price for major repairs shall be determined in accordance with General Condition 10.3.

VIII. EMERGENCY SERVICE

To maintain elevator equipment fully operational at all times, the Contractor shall provide emergency or call-back service on an as-needed basis. Such call-back service shall be provided twenty-four (24) hours per day, seven (7) days per week.

Response to a call-back shall consist of providing an elevator mechanic on-site within twenty-four (24) hours (or to arrive on the first scheduled air transportation) after being notified of an elevator breakdown by the regional Project Manager. For facilities located within the corporate limits of Anchorage, Fairbanks and Juneau, the Contractor shall respond to call-backs within (4) hours. For bidding purposes only, it is assumed that emergency call-back service will be required six (6) times per year per elevator, escalator, dumbwaiter and platform lift.

IX. INSPECTIONS

The Contractor shall perform an annual survey of all elevator equipment covered by this contract and provide the regional Project Manager with a written report, including any noted functional or code compliance deficiencies. The survey shall be conducted by a qualified person at a supervisory level, independent of the elevator technician(s) performing other specified work.

X. SERVICE REPORTS

The Contractor shall provide the regional Project Manager with a service report at the completion of each inspection or service call, noting the elevator(s) serviced, a description of the trouble and how repaired and any recommendations regarding the equipment. All deficiencies or repairs considered to be outside the scope of this contract shall be specifically described. Service reports shall be submitted to the regional Project Manager within five (5) working days.

XI. SERVICE CARDS

The Contractor shall prepare a “record of service” card for each elevator and post in a conspicuous place in each elevator machine room. The card format is optional with the Contractor, but shall contain at least the following information:

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- A. Elevator serial number and Department of Labor elevator inspector's designation;
- B. Date when each preventive maintenance service and inspection (described in Technical Specification Section V) was performed;
- C. Signature or initials of elevator mechanic performing the work.

Card shall be maintained in each machine room during the life of the contract. At contract close-out, cards shall be delivered to the regional Project Manager.

END OF TECHNICAL SPECIFICATIONS